

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 5383

**DECLARATION OF NICHOLAS SHEKERDEMIAN IN SUPPORT OF MOTION OF
DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING SALE
OF NOTE ISSUED BY HELIX NANOTECHNOLOGIES INC. FREE AND CLEAR OF
ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; (II) AUTHORIZING AND
APPROVING ENTRY INTO, AND PERFORMANCE UNDER, THE PURCHASE AND
SALE AGREEMENT;
AND (III) GRANTING RELATED RELIEF**

I, Nicholas Shekerdeman, hereby declare as follows:

1. I am a Managing Partner of The Venture Collective, LLC, a Delaware limited liability company (“TVC”), which manages TVC Momentum Fund I, LP, TVC Momentum Fund II, LP and TVC XLII, a Series of The Venture Collective Holdings LLC (each a “Purchaser” and, collectively, the “Purchasers”).

2. I have been a partner at TVC since October 10, 2019.

3. I submit this declaration (this “Declaration”) in support of the *Motion of Debtors For Entry of an Order (i) Authorizing and Approving Sale of Note Issued by Helix Nanotechnologies Inc. Free and Clear of all Liens, Claims, Interests and Encumbrances; (ii) Authorizing and Approving Debtors’ Entry Into, and Performance Under, the Purchase and*

¹ The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson’s Commercial Complex, Friars Hill Road, St. John’s, Antigua and Barbuda.

Sale Agreement; and (iii) Granting Related Relief [D.I. 5383] (the “Motion”).² Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning the Purchasers, and the negotiations relating to the Sale Transaction and the Agreement, and/or (ii) information supplied by employees of TVC working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of the Purchasers. I am not being compensated for this testimony other than through regular compensation in connection with my position at TVC; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. The Purchasers are not “insiders” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. The Purchasers negotiated the Sale Transaction with the Seller and Seller’s financial advisors in good faith and from arms’ length bargaining positions. The Agreement and Sale Transaction were negotiated, proposed and entered into by the Purchasers without collusion or fraud.

6. TVC Momentum Fund I, LP and certain other affiliated entities managed by TVC have been stockholders of the Subject Company since October 06, 2021, and own approximately 8.86% of the Subject Company on a fully diluted basis. Affiliated entities managed by TVC also hold \$6.65M of convertible loan notes issued by the Subject Company.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

TVC is entitled to appoint one member of the Board of Directors of the Subject Company. I currently serve in that capacity, as a director on the Board of Directors of the Subject Company.

7. The Purchasers understood that the Debtors were free to negotiate with any other party interested in acquiring the Note during the time the Purchasers and Seller were negotiating the Sale Transaction and Agreement. The Purchasers have not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. The Purchasers have not acted in a collusive manner with any person, and the purchase price for the Note was not controlled by any agreement among the Purchasers and the Subject Company, or the Purchasers and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: January 22, 2024.



Nicholas Shekerdeman

Partner

The Venture Collective, LLC